

GENERAL
EXHIBIT 8 / ATTACHMENT 1
ARTICLES OF INCORPROATION

By:

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OPERATING AGREEMENT

OF

DNR ENTERPRISES, L.L.C.,
a Nevada Limited Liability Company

THIS OPERATING AGREEMENT ("Agreement") is made and entered into this 25th day of August 2003, by and between the undersigned members of DNR Enterprises LLC, a Nevada limited liability company.

ARTICLE I

OFFICES/PURPOSES

1.1 **Principal Office.** The principal office of DNR Enterprises, LLC, a Nevada limited liability company (the "Company") in the State of Nevada shall be 601 South Tenth Street, Suite 201, Las Vegas, Nevada 89101. The members may change said principal office at any time from one location to another within the State of Nevada.

1.2 **Principal Purpose.** The principal purposes for which the Company is formed is to engage in any lawful business.

1.3 **Relationship of Members.** The relationship of the parties under this Agreement shall be as members of a Limited Liability Company, and shall be limited to the performance of this Agreement and shall encompass no other business or activity of any member. Nothing contained in this Agreement shall be construed to require any member to devote full time to the business or affairs of the Company, nor to authorize any member to act as a general agent for any other member (except as specifically provided herein), or require any member to offer to any other member any unrelated business opportunity which any member may wish to enter into with persons or parties not a party to this Agreement, or to refrain from an unrelated business activity competitive with any other member to this Agreement. The so-called business opportunity doctrine is specifically made non-applicable to this Company, and any member hereto may enter into business activities similar, related to and/or competitive with the activity contemplated by this Agreement without first having offered participation in such business venture to any other member to this Agreement.

1.4 **List of Members.** Each of the members of the Company are listed on Schedule "A" attached hereto and incorporated herein by this reference, which shall be amended from time to time to reflect a current list of the names and addresses of each current member. A transfer of any membership interest shall not be effective until it has been recorded in the records of the Company and otherwise satisfies all of the conditions set forth in Article VI below.

ARTICLE II

PERCENTAGE INTERESTS

2.1 Percentage Interests. As of the date of the execution of this Agreement, the members shall have the following percentage interest in the Company:

<u>MEMBERS</u>	<u>PERCENTAGE INTEREST</u>
Daniel F. Holloway	65%
Regla Megret	35%

2.2 Majority in Interest. For purposes of this Agreement, the term "Majority in Interest" refers to a majority of the percentage interests of the members as defined in Article 2.1, and not to the majority in number of members.

2.3 Anticipated Exchange of Interest Among Members.

If Regla Megret ("Megret"), on or before March 1, 2004 assumes an Active Role in the managing and operating of the Company, the term "Active Role" being herein defined as living in the City wherein the business of the Company is to be conducted and spending time equal to or greater than that spent by Daniel F. Holloway ("Holloway") in operating and running the business, then Holloway shall transfer fifteen percent (15%) of the total membership interest in the Company to Megret.

If Megret, on or before September 1, 2004, but after March 1, 2004, assumes an Active Role in the managing and operating the Company, then Holloway shall transfer ten percent (10%) of the total membership interest in the Company to Megret.

If Megret, on or before March 1, 2005, but after September 1, 2004, assumes an Active Role in the managing and operating the Company, then Holloway shall transfer five percent (5%) of the total membership interest in the Company to Megret.

ARTICLE III

CAPITAL

3.1 Initial Capital. The initial capital contributed to the Company shall be equal to the start-up costs of the Company. No performance of services by any members or a contribution of property other than money shall be accepted as a capital contribution unless approved in advance in writing by a Majority in Interest of the members.

3.2 Additional Capital Contributions. Additional mandatory capital contributions will be required only in the event that a Majority in Interest of the members so elect in writing, and then shall be made in proportion to the percentage interest of each member. These additional mandatory capital contributions may, in the discretion of a Majority in Interest of the members, be made in the form of capital contributions or member loans bearing interest thereon.

3.3 Failure to Make Capital Contributions. In the event a Member shall fail to make any portion of the initial capital contribution or any additional capital contribution (a "defaulting member"), the other Members may, but shall not be obligated to, loan cash to the Company on behalf of such defaulting member (the "non-defaulting members"). Any such loan shall be treated as a loan to the defaulting member bearing interest at one and one-half percent (1.5%) per month. If said loan is not repaid within thirty (30) days after written notice and demand for payment thereof is received by the defaulting member, then the defaulting member shall be in breach of this Agreement. Alternatively, the non-defaulting member(s) may direct that all sums which would otherwise be distributed to the defaulting member pursuant to Article 4 shall otherwise be paid to the non-defaulting member(s) until the outstanding loan, plus accrued interest, is repaid in full.

3.4 Capital Accounts. Capital Accounts shall be established on the Company's books representing the members' respective capital contributions to the Company. The term "Capital Account" shall mean the Capital Account maintained for such member in accordance with the following provisions:

(a) Each member's Capital Account shall be increased by:

(1) The amount of the member's cash or in-kind capital contributions to the Company pursuant to Section 3.1 hereof;

(2) The fair market value of any property contributed by the member to the Company (net of liabilities secured by any such contributed property);

(3) The amount of Net Profits (or items thereof) allocated to the member pursuant to Article VII hereof;

(b) Each member's Capital Account shall be decreased by:

(1) The amount of Net Losses allocated to the member pursuant to Article VII hereof;

(2) All amounts paid or distributed to the member pursuant to Article VIII hereof, other than amounts required to be treated as a payment for property or services under the Internal Revenue Code of 1986 as hereafter amended (hereinafter the "Code"); and

(3) The fair market value of any property distributed in kind to the member (net of any liabilities secured by such distributed property).

(c) All provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Federal Income Tax law, and shall be interpreted and applied in a manner consistent with tax regulations. The members shall make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Federal Tax Regulations.

3.5 Interest. No interest shall be paid or credited to the members on their Capital Accounts or upon any undistributed profits left on deposit with the Company.

ARTICLE IV

MEMBERS' RIGHTS AND MANAGERS' AUTHORITY

4.1 General Rule: Except as otherwise provided herein or as required by Nevada law, all management decisions, including those decisions made in the Ordinary Course of Business, shall be made by the vote of the Majority in Interest of the members, who are collectively referred to herein as (the "Majority in Interest"). Any reference to a decision by or act to be performed by the Manager shall be deemed to be that decision or that activity that the vote of the Majority in Interest of the members directs. The day-to-day operation of the business as a Company shall be conducted by the Majority in Interest.

4.2 Powers. Subject to the provision of the Articles of Organization, this Agreement, and the provisions of the Nevada Revised Statutes, the business and affairs of the Company shall be controlled by the Manager. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Manager, shall have the following powers:

(a) To select and remove all employees of the Company, prescribe such powers and duties for them as may be consistent with law, with the Articles of Organization and this Agreement, fix their compensation, and require from them security for faithful service.

(b) To conduct, manage and control the affairs and business of the Company.

(c) To change the principal office of this Company from one location to another within Nevada; to fix and locate from time to time one or more subsidiary offices of the Company, and to designate any place within or without the State of Nevada for the holding of any members' meeting or meetings.

(d) To borrow money and incur indebtedness for the purpose of the Company, and to cause to be executed and delivered therefor, in the Company name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidence of debt and securities.

(e) To appoint a management committee and other committees, and to delegate to the management committee any of the powers and authority of the Managers in the management of the business and affairs of the Company. The executive committee shall be composed of one or more voting members.

4.3 Actions Requiring Member Approval. No Manager or member shall have the right, power or authority to do any of the following acts without the consent of a Majority in Interest of the members:

(a) Cause the Company to incur debts in excess of Five Hundred Dollars (\$500.00). It is also understood that any debt incurred that is less than Five Hundred Dollars (\$500.00) shall be for normal operation of the business (i.e., inventory purchase, line of credit, etc.);

(b) Expend or use any Company money or property except upon the account of and for the benefit of the Company;

(c) Mortgage, lease, pledge, or otherwise dispose of all or substantially all, of the assets of the Company, other than in the ordinary course of business;

(d) Pledge any of the Company's credit or property for other than Company purposes;

(e) Compromise, settle, or release any debt due the Company except upon full payment thereof or except in the ordinary course of business;

(f) Assign the Company's property in trust for creditors or on the assignee's promise to pay the debts of the Company;

(g) Confess a judgment against the Company, the Company's property, or any of the members;

(h) Dispose of any of the goodwill of the Company business;

(i) Submit a Company claim or liability to arbitration;

(j) Do any other act which would make it impossible to carry on the ordinary business of the Company;

(k) The engagement by the Company in any new business;

(l) The performance of any act which would make it impossible to carry on the ordinary business of the Company;

(m) The sale, assignment, encumbrance of any member's interest in the Company, except as otherwise provided in Section VI;

(n) The distribution, compensation or loaning of any money from the Company to any member or related person or related entity, except as expressly authorized in this Agreement;

(o) The negotiations or execution of any contract or transaction or the modification or extension thereof, with any member or related person or related entity except as expressly authorized in this Agreement; or,

(p) An action taken to modify any written provision of this Agreement.

4.4 Salaries and Payments to Members. The Company shall not pay a salary to any member who is not participating in an Active Role in managing and running the Company. The salary to members participating in an Active Role shall be \$2,000.00 per month from September 1, 2003 through February 29, 2004. On March 1, 2004 the salary to members participating in an Active Role shall increase to \$4,000.00 per month. On September 1, 2004 the salary for members shall increase to \$6,000.00 per month. It is understood that the salary paid to any member/employee under the provisions of this Section shall be considered as an operating expense of the Company and shall be deducted as an expense item in determining the Net Profits and Losses of the Company.

(a) Except as provided in this Article IV and Article VIII below, no bonuses, profit sharing, or other benefits shall be paid to any member without approval of a Majority in Interest of all members.

(b) All Net Profits derived thereafter shall be divided according to the percentage interest as further set forth in Article II.

4.5 Action by the Members; Meetings; Quorum; Majority. All actions of the members shall be taken by the members in proportion to their percentage interest in the Company at the time of the action taken, except as specifically otherwise provided herein. The members may vote, approve a matter or take any action by the vote of members at a meeting, in person or by proxy or without a meeting by written consent. A quorum of members for the purposes of conducting the business of the Company shall consist of two members who may be personally present or participate in the meeting telephonically where both members can hear the statements and comments of the other member. At any such meeting, a member may vote personally or by proxy. Members shall vote in proportion to their percentage interest and an action approved by a Majority in Interest of the members shall be the action of the members.

4.6 Place of Meetings of Members. The first meeting of the members shall be held at the principal office of the Company set forth in the Articles of Organization. All annual meetings and special meetings of the members shall be held at any place designated by the members, or, if no such place is designated, then at the principal office of the Company.

4.7 Annual Meetings. The annual meeting of the members shall be held on September 14th of each year at the hour of 10:00 a.m. beginning with the year 2003 or on such other date and time as the members shall specify in writing. Should said day fall upon a legal holiday, then any such annual meeting of members shall be held at the same time and place on the next day which is not a holiday.

4.8 Notice of Annual Meetings. Written notice of each annual meeting signed by such person or persons as the members shall designate, shall be given to each member entitled to vote at the meeting, either personally or by mail or other means of written communication, charges prepaid, addressed to such member at his address appearing on the books of the Company or given by him to the Company for the purpose of notice. If a member gives no address, notice shall be deemed to have been given him if sent by mail or other means of written communication addressed to the place where the principal office of the Company is situated. All

such notices shall be sent to each member entitled thereto not less than ten (10) nor more than sixty (60) calendar days before each annual meeting, and shall specify the place, the day and the hour of such meeting.

4.9 Special Meetings. Special meetings of the members, for any purpose or purposes whatsoever, may be called at any time by any member. Except in special cases where other express provision is made by statute, notice of such special meetings shall be given in the same manner as for annual meetings of members. Notice of any special meeting shall specify, in addition to the place, day and hour of such meetings, the purpose or purposes for which the meeting is called.

4.10 Waiver of Notice. The transactions of any meeting of the members, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a majority be present, and if, either before or after the meeting, each of the members not present sign a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the records or made a part of the minutes of the meetings.

4.11 Adjourned Meetings and Notice Thereof. Any members' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority, present in person or represented by proxy, but in the absence of a quorum no other business may be transacted at any such meeting. Other than by announcement at the meeting at which such adjournment is taken, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. However, when any member's meeting, either annual or special, is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

4.12 Delegation of Authority to Members. Any one or more of the members may at any time, and for such period as the Manager shall determine, be delegated the authority to determine questions relating to specific areas of the conduct, operation, and management of the Company. Until such direction or delegation of authority is made, however, the members shall have the authority that is set forth in this Article IV and Article VI below, together with that given them by action of a Majority in Interest of the members.

4.13 Admission of New Members. New Members may be admitted to membership in the Company with the consent of all of members. A new member must agree to be bound by the terms and provisions of the Articles of Organization and this Agreement, as amended, and upon admission the new member shall have all rights and duties of a member of this Company.

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ARTICLE V

MANAGEMENT

5.1 Designation of Managers. The management of the Company's business shall rest with a Manager as directed by the Majority in Interest. References herein to Manager or Managers shall be deemed to refer to decisions, acts and activities rendered and/or directed by a vote of the Majority in Interest of the members as hereinabove described.

5.2 Removal, Resignation and Vacancies. The Majority in Interest may remove any Manager, at any time, either with or without cause. Any Manager may resign at any time by giving written notice to the members. Any such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, a formal acceptance of such resignation shall not be necessary to make it effective.

5.3 Ordinary Course of Business. The Manager is specifically given the following rights and duties:

- (a) He or she shall be responsible for hiring and firing all employees (other than members of the Company who are employed by the Company) so that the business of the Company is adequately staffed at all times; however, the compensation paid to aid employees must be within the limits set forth in the Annual Budget;
- (b) He or she shall be responsible for maintaining all financial records and monitoring the financial condition of the business as set forth in Article IX herein; and
- (c) He or she shall be responsible for oversight of the Company's day to day business operations.

All actions authorized pursuant to this Section 5.1 (other than those specifically requiring a Majority in Interest of the members) and any decisions related thereto, shall be considered made in the ordinary course of business.

5.4 Bank Accounts. One (1) or more bank accounts shall be established for the Company. All corporate bank accounts shall be established in the name of the Company.

5.5 Books and Records. The Manager shall maintain the books and records of the Company. Each member shall have access to the books and records of the Company at all reasonable times and places.

5.6 Execution of Documents. Subject to the restrictions contained in this Article 5, any deeds, promissory notes, deeds of trust, mortgages, leases, contracts or other instruments binding the assets of the Company or committing the Company to obligations shall be executed on behalf of the Company by the Majority in Interest. Any person or entity dealing with the Company may rely upon the instrument executed by the Majority in Interest without inquiring into the approval of the transaction pursuant to Article V.

ARTICLE VI

TRANSFER OF MEMBERS' INTEREST

6.1 Transfer of Members' Interests. The interest of each member of this Company is personal property. Except as otherwise provided in this Agreement and the Articles of Organization, the transfer or encumbrance of a member's interests is restricted and shall not be permitted unless consented to in writing by members holding a Majority in Interest. The transfer of a member's interests shall include a gift, sale, transfer, assignment, hypothecation, pledge, encumbrance or any other disposition, whether voluntary or involuntary, by operation of law or otherwise, including without limitation, any transfer occurring upon or by virtue of the bankruptcy or insolvency of a member; the appointment of a receiver, trustee or conservator or guardian of a member or his property; or pursuant to the Will of a member or the laws of descent and distribution in the event of a member's death; pursuant to court order in the event of divorce, marital dissolution, legal separation or similar proceedings; or pursuant to any loan or security agreement under which any of the member's interest are pledged or otherwise serve as collateral, as well as the transfer of any such interests in the event recourse is made to such collateral. If members of the Company holding a Majority in Interest do not approve of a proposed transfer or assignment in writing, such purported transfer shall be null and void and of no force and effect and no purported transferee of a member's interests shall have any right to participate in the management of the business and affairs of the Company or to become a member. If the transfer is approved by all of the members holding a Majority in Interest, the transferee shall then have all of the rights and powers of the assignor and shall be subject to all the restrictions and liabilities of his assignor, and shall have the right to participate in the management of the business and affairs of the Company and become a substituted member.

6.2 No Transfer Permitted Under Certain Circumstances. Notwithstanding any other provision of this Agreement, a member shall not transfer all or any part of his interest if such transfer would cause the termination of the Company for federal income tax purposes, would violate any applicable federal or state securities laws, or would, to the extent applicable, violate any state gaming laws or regulations.

6.3 Authority of the Company to Purchase Interest. All rights and obligations of the Company to purchase any interest of a member are subject to the restrictions set forth in the statutes of the State of Nevada, if any, and to such other applicable restrictions as are now or may hereafter become effective. Any redemption of such interest by the Company shall be made only out of funds legally available therefor.

6.4 Representations and Warranties of the Members. Each of the members represents and warrants to the Company and the other members with respect to himself as follows:

- (a) The interests in the Company that are owned by the members who are identified on Schedule A hereto have been duly authorized and are fully paid and non assessable. There are no existing options, warrants, calls or commitments on the part of any member relating to such interests in the Company which will not be terminated concurrently with the execution of this Agreement. No voting agreements or restrictions of any kind other than those set forth in this Agreement affect the rights of any such interests in the Company or such member.

(b) Such member has the right and power to enter into this Agreement, and this Agreement has been fully executed and delivered and constitutes the valid and binding obligation of such member. No consent of any person not a party to this Agreement and no consent of any governmental authority is required to be obtained on the part of such member in connection with or resulting from the execution or performance of this Agreement.

ARTICLE VII

PROFITS AND LOSSES

7.1 Net Profits and Losses. The term "Net Profits and Losses" of the Company shall mean the net income or loss of the Company, as determined by the accountant then employed by the Company. The Company shall maintain its accounting records and shall report for federal income tax purposes on the cash basis.

ARTICLE VIII

DISTRIBUTION

8.1 Operating Distributions. The Company's "Cash Available for Distribution" may, at such times as the Majority in Interest deems advisable, be distributed among the members in proportion to their respective percentage interest as of the date of any such distribution, after taking into account any special allocations provided for herein (see Section 4.3). The term "Cash Available for Distribution" shall mean the total cash revenues generated by the Company's operations (including proceeds from the sale or refinancing of Company assets), less all cash expenditures of the Company for debt service and operating expenses, and less a reasonable amount determined by the Company to be set aside for reserves but not including expenditures for depreciation or amortization.

8.2 Distributions. During each taxable year of the Company, the Majority in Interest shall determine the timing of and amount of Cash Available for Distribution to the members, if any. The determination of the amount of Cash Available for Distribution shall be made by the Majority in Interest after considering all relevant factors, including, but not limited to, the amount of cash receipts and disbursements during the preceding fiscal year, or portion thereof, the estimated amount of cash receipts and disbursements for the subsequent year, the estimated working capital needs of the Company for the subsequent fiscal year, and any reserves considered necessary by the Majority in Interest for the repair or replacement of any of the assets of the Company. No distributions shall be made if the Company is in default under any liabilities of the Company. The amount of cash which the Majority in Interest determines to be available for distribution to the members shall be distributed to the members in proportion to the percentage interest of shares held by each member, or in such other proportions as may be agreed upon, in advance and in writing, by all of the members. All distributions to the members shall be in cash unless otherwise agreed upon, in advance, in writing, by the vote of the Majority in Interest of the members.

8.3 Distribution on Dissolution and Liquidation. In the event of the dissolution and liquidation of the Company for any reason, after the payment of or provision for creditors pursuant to NRS 86.521 and other applicable law, the Company's assets shall be distributed among the members in accordance with their respective percentage interest and positive Capital Account balances in accordance with tax regulations.

ARTICLE IX

ACCOUNTING AND RECORDS

9.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with the accounting methods elected to be followed by the Company for federal income tax purposes. The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

9.2 Access to Accounting Records. All books and records of the Company shall be maintained at the office of the Company or at the Company's principal place of business, or as determined from time to time by the Company, and each member, and his duly authorized representative, shall have access to them at such office of the Company and the right to inspect and copy them at reasonable times. The Company shall keep all records required to be kept at the registered office of the Company by Chapter 86 of the Nevada Revised Statutes at such registered office of the Company.

9.3 Annual Tax Information. The Managers shall use their best efforts to cause the Company to deliver to each member within ninety (90) days after the end of each fiscal year all information necessary for the preparation of such member's federal income tax return.

9.4 Tax Matters Member. Daniel F. Holloway is designated as the "Tax Matters Member", as defined by and of the Internal Revenue Code and any similar provisions of state or local law, and is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings and to expend Company funds for professional services and costs associated with such representation. The members agree to cooperate with the Tax Matters Member and to do or refrain from doing any and all things reasonably required by the Tax Matters Member to conduct those proceedings. The Tax Matters Member may be changed from time to time by a Majority in Interest of the members.

9.5 Role of Accountant. A certified public accountant ("CPA") may be retained by the Company to establish appropriate books, records and accounting procedures.

9.6 Accounting Procedures. The CPA shall establish bookkeeping practices and implement procedures consistent with generally accepted accounting principles in order to review and promote the financial status of the Company.

ARTICLE X

TERM

10.1 Term. The term of this Company shall begin on the date the Articles of Organization are filed with the Nevada Secretary of State and shall continue indefinitely, unless terminated prior thereto in accordance with the provisions hereof, by unanimous agreement of the members or pursuant to Chapter 86 of the Nevada Revised Statutes.

ARTICLE XI

DISSOLUTION OF THE COMPANY AND TERMINATION OF A MEMBER'S INTEREST

11.1 Dissolution. This Company must be dissolved (1) on the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member, or occurrence of any other event which terminates a member's continued membership in the Company, unless the business of the Company is continued by the consent of the Majority in Interest of the remaining members of the Company.

11.2 Death of a Member; Continuation. After the death of a member, if all the remaining members consent to the continuation of the business of the Company, the personal representative ("Representative") of the deceased member and, after the distribution of the deceased member's estate, the deceased member's heirs or legatees, shall immediately succeed to the interest of the deceased member in the Company, subject to the provisions of this Agreement. During administration of the estate of the deceased Member, such Representative (and after distributions of the deceased member's estate such heirs or legatees) shall have the same rights and obligations in the Company for the remainder of the Company's term as the deceased member would have had, except the Representative (or heirs or legatees) shall not have the right to vote in the operation of the Company unless all of the remaining members consent and the heir or heirs personally affirm and accept all the terms, conditions and provisions of this Agreement, binding themselves to the same in a writing provided by the Company.

11.3 Option to Purchase Deceased Member's Interest. Upon the death of a member, the Company shall have the option, within one (1) year of the member's date of death, to purchase the deceased member's interests in the company for an agreed upon price, or if no price can be agreed upon, the fair market value of such interest as determined by an independent qualified appraiser appointed by the members and the deceased member's Representative. If they cannot agree on an appraiser, the members as a group and such Representative shall each select an appraiser. These appraisers shall select one independent appraiser. The average of the appraisals shall be the value of the deceased member's interest. If the Company elects to purchase the deceased member's interest, the Company shall pay the value of such interest to the deceased member's Representative, in cash, within such three hundred sixty-five (365) day period, or may have the option to pay out the purchase price in sixty (60) equal monthly installments of principal and interest, with interest at the prime rate of Bank of America Nevada, N.A. plus two percent (2%). If the Company does not agree to purchase the interest of the deceased member within such three hundred sixty-five (365) day period, then all rights to purchase the deceased member's interest pursuant to this Section shall terminate.

11.4 **Bankruptcy.** Upon the bankruptcy of a member (the "Bankrupt Member"), if all the remaining members consent to the continuation of the business of the Company, the remaining members shall have the right to purchase the entire member interest of the Bankrupt Member at a price equal to the fair market value of such interest at the time of such bankruptcy, as determined by unanimous agreement of the members, either at the time of the bankruptcy filing, or as agreed upon by the members within the preceding six (6) months, and so documented in the Minutes. If there is no unanimous agreement on the fair market value, the members will use the appraisal of an independent qualified appraiser appointed by the members, including the Bankrupt Member. If they cannot agree on an appraiser, the members as a group, and the Bankrupt Member shall each select an appraiser. These appraisers shall select one independent appraiser. The average of the appraisals shall be the value of the Bankrupt Member's interest for purposes of the purchase option granted in this Section 11.4. A purchase of a Bankrupt Member's interest may be an all cash transaction completed within one hundred twenty (120) days after the date the bankruptcy petition is filed by or against the Bankrupt Member, or at the option of the remaining members may be made in one hundred twenty (120) or fewer equal monthly installments of principal and interest, with interests at the prime rate of Bank of America Nevada, N.A., plus two percent (2%). The Company shall send a notice of the bankruptcy to all the members and each member wishing to purchase all or part of the Bankrupt Member's interest (a "Purchasing Member") must so notify all the other members in writing within twenty (20) days after delivery of the notice. Unless they agree otherwise, if there is more than one Purchasing Member, each Purchasing Member may purchase the same proportion of the Bankrupt Member's interest that the individual Purchasing Member's interest in the Company bears to the total interest in the Company held by all of the Purchasing Members. If there are no Purchase Members, or if the Purchasing Members do not actually purchase the Bankrupt Member's interest within the time set forth in this Section 11.4, then all rights to purchase the Bankrupt Member's interest granted in this Section shall terminate.

ARTICLE XII

TRUST MEMBERS

12.1 **Trustee Liability.** When any trustee becomes a member of this Company, he shall be a member not individually but solely as a trustee, in the exercise and under the power and authority conferred upon and vested in such trustee. Nothing contained in this Agreement shall be construed as creating any liability on any such trustee personally to pay any amount required to be paid hereunder, or to perform any covenant, either express or implied, contained herein; all such liability, if any, is hereby expressly waived by the other members of this Company. Any liability of any Member which is a trust (whether to the Company or to any third person) shall be a liability to the full extent of the trust estate and shall not be a personal liability of any Trustee, grantor or beneficiary of any trust.

12.2 **Status of Successor Trustees as Members.** Any successor trustee or co-trustee of any trust which is a Member shall be entitled to exercise the same rights and privileges and be subject to the same duties and obligations as the predecessor trustee. As used in this Article XI, the term "trustee" shall include any and all such successor trustees.

ARTICLE XIII**INDEMNIFICATION OF
MANAGERS, MEMBERS, EMPLOYEES AND AGENTS**

13.1 **Indemnification.** The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the Company, by reason of the fact that he is or was a manager, member, employee or agent of the Company, or is or was serving at the request of the Company as a manager, member, employee or agent of another limited-liability company, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the persons did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the limited-liability company, and that, with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful.

ARTICLE XIV**MISCELLANEOUS PROVISIONS**

14.1 **Complete Agreement.** This Agreement, and the Articles of Organization, constitute the complete and exclusive statement of the agreement among the members with respect to the subject matter contained therein. This Agreement and the Articles of Organization replace and supersede all prior agreements by and among the members or any of them. This Agreement and the Articles of Organization superseded all prior written and oral statements and no representation, statement, or condition or warranty not contained in this Agreement or the Articles will be binding on the members or of any force and effect whatsoever.

14.2 **Amendments.** This Agreement may be amended by the Members at a special or annual meeting of the Members, upon vote of members holding a Majority in Interest of such amendment is approved in writing by such members or, but only if the notice of the intention to amend this Agreement is contained in the notice of the meeting, or such notice is waived by all members by a written amendment signed and approved by members holding a Majority in Interest.

14.3 **Applicable Law.** This Agreement, and its application, shall be governed exclusively by the laws of the State of Nevada.

14.4 **Headings.** The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provisions contained herein.

14.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be deemed invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

14.6 Expenses. If any litigation or other proceeding (including any arbitration proceeding) is commenced in connection with or related to this Agreement, the prevailing party shall be entitled to recover from the losing party all of the incidental costs and reasonable attorneys' fees, whether or not a final judgment is rendered.

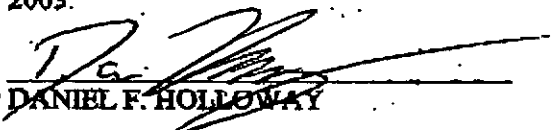
14.7 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefit of the existing members, all new and substituted members, and their respective assignees (whether permitted by this Agreement or not), heirs, legal representatives, successors and assigns.

14.8 Third Party Beneficiaries. This Agreement is made only for the benefit of the parties hereto and their respective successors and assigns and shall not confer any rights of benefits whatsoever or any other persons or entities.

14.9 Execution. This Agreement may be executed in counterparts, and when so executed each counterpart shall be deemed to be an original, and said counterparts together shall constitute one and the same instrument.

15.0 Time of Essence. Time is of the essence of this Agreement, and to each and every provision herein set forth.

IN WITNESS WHEREOF, this Operating Agreement was adopted by a unanimous vote of all the members of this Company at the meeting held on the 25th day of 2003 2003.


DANIEL F. HOLLOWAY

REGLA MEGRET

14.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be deemed invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

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IN WITNESS WHEREOF, this Operating Agreement was adopted by a unanimous vote of all the members of this Company at the meeting held on the _____ day of _____ 2003.

DANIEL F. HOLLOWAY



REGIA MEGRET

SCHEDULE A

Names and Addresses

Percentage of Ownership

Daniel F. Holloway
c/o Aaron R. Holloway
601 S. Tenth St., Suite 201
Las Vegas, Nevada 89101

65%

Regla McGret

35%

GENERAL
EXHIBIT 8 / ATTACHMENT 2
AUTHORITY TO TRANSACT BUSINESS
IN
THE STATE OF ILLINOIS

By:

Daniel Holloway – CEO
Desert Wind Communications
3404 West Cheryl Drive, Suite A175
Phoenix, Arizona 85051
Telephone: 602-978-0594 Facsimile: 602-978-9303



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

OCTOBER 23, 2003

0103356-5

FAXXON LEGAL INFORMATION SERVI
1 W. OLD STATE CAPITOL PLZ.805
SPRINGFIELD, IL 62701-0000

RE DNR ENTERPRISES, L.L.C.

DEAR SIR OR MADAM:

IT IS OUR PLEASURE TO APPROVE YOUR REQUEST TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS. ENCLOSED PLEASE FIND AN APPROVED APPLICATION OF ADMISSION.

THE LIMITED LIABILITY COMPANY MUST FILE AN ANNUAL REPORT PRIOR TO THE FIRST DAY OF ITS ANNIVERSARY MONTH (MONTH OF QUALIFICATION) NEXT YEAR. A PRE-PRINTED ANNUAL REPORT FORM WILL BE SENT TO THE REGISTERED AGENT AT THE ADDRESS SHOWN ON THE RECORDS OF THIS OFFICE APPROXIMATELY 60 DAYS PRIOR TO ITS ANNIVERSARY MONTH.

SINCERELY YOURS,

A handwritten signature in black ink that reads "Jesse White".

JESSE WHITE
SECRETARY OF STATE

DEPARTMENT OF BUSINESS SERVICES
LIMITED LIABILITY COMPANY DIVISION
TELEPHONE (217)524-8008

JW:LLC

Form **LLC-45.5**

January 1999

Jesse White
 Secretary of State
 Department of Business Services
 Limited Liability Company Division
 Room 359, Howlett Building
 Springfield, IL 62756
<http://www.sos.state.il.us>

Payment must be made by certified
 check, cashier's check, Illinois
 attorney's C.P.A.'s check or money or-
 der, payable to "Secretary of State."

Illinois Limited Liability Company Act

Application for Admission to Transact Business

Submit in Duplicate

Must be typewritten

This space for use by Secretary of State

Date 10-23-03
 Assigned File # 0103-356-5
 Filing Fee \$400
 Penalty \$
 Approved JB \$

This space for use by
Secretary of State**FILED**

OCT 23 2003

LIMITED LIABILITY CO. DIV.
 JESSE WHITE
 SECRETARY OF STATE

1. Limited Liability Company name: DNR Enterprises, L.L.C.

(Must comply with Section 1-10 of ILCA or article 2 below applies.)

2. The assumed name, other than the true company name, under which the LLC proposes to transact business in Illinois is: Desert Wind Communications, LLC

(If applicable, a form LLC-1.20, Application to Adopt an Assumed Name, is required to be completed and attached to this application.)

3. Federal Employer Identification Number (F.E.I.N.): 43-20268504. Jurisdiction of Organization: Nevada5. Date of Organization: 08/05/20036. Period of Duration: perpetual

(See #14 on back)

7. The address, including county, of the office required to be maintained in the jurisdiction of its organization, or if not required, of the principal place of business (Post office box alone and c/o are unacceptable):

2404 W. Cheryl Dr A-175
 (Number) (Street) (Suite)
Phoenix AZ 85051 Maricopa
 (City/State) (ZIP Code) (County)

8. Registered agent: Faxon Legal Information Services, Inc.

(First Name)

(Middle Name)

(Last Name)

Registered Office: 1 West Old State Capitol Plaza, Suite 805

(Number)

(Street)

(Suite #)

(P.O. Box or c/o Springfield Sangamon Illinois 62701
 are unacceptable) (City) (County) (ZIP Code)

9. The date on which this foreign LLC first did business in Illinois: _____

LLC-45.5

10. The purpose or purposes for which the company is organized and proposes to conduct in this State: Include the business code # (IRS Form 1065).

The Retail Sale of Long Distance Phone Services

11. The limited liability company is managed by:

☒ manager(s)
☐ invested in member(s)

12. The Illinois Secretary of State is hereby appointed the agent of the limited liability company for service of process under the circumstances set forth in a subsection (b) of Section 1-50 of the ILLCA.
13. This application is accompanied by a certificate of good standing or existence, as well as a copy of the articles of organization, as amended, duly authenticated within the last thirty (30) days, by the officer of the state or country wherein the LLC is formed.
14. If the period of duration is a date certain and is not stated in the Articles of Organization from the domestic state, a copy of that page from the Operating Agreement stating the date must also be submitted.
15. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this application for admission to transact business is to the best of my knowledge and belief, true, correct and complete.

Dated 10/06, 2003.
(Month/Day) (Year)

[Signature]
(Signature must comply with Section 5-45 of ILLCA)
Daniel Holloway Manager
(Type or print name and title)

*(If applicant is a company or other entity, state name of company and indicate whether it is a member or manager of the LLC.)



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

0103356-5

10/23/2003

FAXXON LEGAL INFORMATION SERVI
1 W. OLD STATE CAPITOL PLZ.805
SPRINGFIELD, IL 62701-0000

RE DNR ENTERPRISES, L.L.C.
ASE - DESERT WIND COMMUNICATIONS, LLC

DEAR SIR OR MADAM:

APPLICATION TO ADOPT AN ASSUMED NAME HAS BEEN PLACED ON FILE AND THE
LIMITED LIABILITY COMPANY CREDITED WITH THE REQUIRED FEE.

SINCERELY YOURS,

A handwritten signature in cursive script that reads "Jesse White".

JESSE WHITE
SECRETARY OF STATE

DEPARTMENT OF BUSINESS SERVICES
LIMITED LIABILITY COMPANY DIVISION
TELEPHONE (217)524-8008

JW:LLC

Form **LLC-1.20**
March 2002

Jesse White
Secretary of State
Department of Business Services
Limited Liability Company Division
Room 351, Howlett Building
Springfield, IL 62756
<http://www.ilsos.net>

Payment may be made by business
firm check payable to Secretary of
State. (If check is returned for any
reason this filing will be void.)

Illinois
Limited Liability Company Act

- a. Application to Adopt an Assumed Name
- b. Application to Change An Assumed Name
- c. Application to Cancel An Assumed Name

Filing Fee: (see note)

Submit in Duplicate

Must be typewritten

This space for use by Secretary of State

Date 10-23-03
Assigned File# 0103-356-5
Filing Fee \$ 60
Approved: JB

This space for use by
Secretary of State

FILED

OCT 23 2003

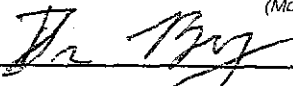
LIMITED LIABILITY CO. DIV.
JESSE WHITE
SECRETARY OF STATE

1. Limited Liability Company name: DNR Enterprises, L.L.C.
2. File number assigned by the Secretary of State: 0103-356-5
3. Federal Employer Identification Number (F.E.I.N.): 43-2026850
4. The state or country under the laws of which the limited liability company is organized is: (check one)
Illinois (domestic) ☒ X Foreign (specify): Nevada
5. Date organized (if an Illinois limited liability company) or date authorized to transact business in Illinois (if a foreign limited liability company): 10/23/03
6. The limited liability company intends to adopt and to transact business under the assumed name of: Desert Wind Communications, LLC
7. The right to use the assumed name shall be effective from the date this application is filed by the Secretary of State until October 1, 2005, the first day of the limited liability company's anniversary month in the next year which is evenly divisible by five.
8. TO CHANGE: (a) The above-named limited liability company intends to cease transacting business under the assumed name of: _____
(b) and to commence transacting business under the new assumed name: _____
9. TO CANCEL: The above-named limited liability company intends to cease transacting business under the assumed name of: _____

LLC-15.4

10. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this application to adopt, change, or cancel an assumed name is to the best of my knowledge and belief, true, correct and complete.

Dated September 30, 2003.
(Month & Day) (Year)


(Signature)
Daniel Holloway, Manager
(Type or print Name and Title)

(If applicant is a company or other entity, state name of company and indicate whether it is a member or manager of the LLC.)

- NOTE: a. An assumed name may be adopted in 5 year increments. The right to use an assumed name shall be effective from the date of filing by the Secretary of State until the first day of the anniversary month of the limited liability company that falls within the next calendar year evenly divisible by 5.
- b. The filing fee to adopt an assumed name is \$150 for each year or part thereof ending in 0 or 5, \$120 for each year or part thereof ending in 1 or 6, \$90 for each year or part thereof ending in 2 or 7, \$60 for each year of part thereof ending in 3 or 8, \$30 for each year or part thereof ending in 4 or 9.
- c. The fee to change an assumed name is \$100.
- c. The fee for canceling an assumed name is \$100.
- e. An assumed name may be renewed 60 days prior to the expiration of the right to use the assumed name, for a period of 5 years, by making an election to do so at the time of filing its annual report and by paying the renewal fees as prescribed by this Act.